

## Demonstration of Compliance with Applicable Service Quality Standards and Consumer Protection Rules

In establishing this certification in its *2005 ETC Order*,<sup>1</sup> the FCC found that an ETC must make “a specific commitment to objective measures to protect consumers.”<sup>2</sup> The Commission found that for wireless ETCs, compliance with CTIA’s Consumer Code for Wireless Service would satisfy this requirement” and that the sufficiency of other commitments would be considered on a case-by-case basis.<sup>3</sup> In this context, the FCC stated, “to the extent a wireline or wireless ETC applicant is subject to consumer protection obligations under state law, compliance with such laws may meet our requirement.”<sup>4</sup>

UniTel, Inc. (“Company”) hereby certifies that it is complying with applicable service quality standards and consumer protection rules. The Company is subject to consumer protection obligations under state law. These obligations include, but are not limited to, the following: (1) filing a Local Exchange Tariff pursuant to the requirements of the Maine Public Utilities Commission which disclose rates, terms and conditions of service to customers; (2) adherence to state consumer protection requirements governing telephone providers which require adherence to Maine Public Utilities Commission Rules

<sup>1</sup> *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. Mar. 17, 2005) (“*2005 ETC Order*”).

<sup>2</sup> *Id.* at para. 28.

<sup>3</sup> *Id.* The FCC noted that under the CTIA Consumer Code, wireless carriers agree to: “(1) disclose rates and terms of service to customers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; and (10) abide by policies for protection of consumer privacy.” *Id.* at n. 71.

<sup>4</sup> *Id.* at n. 72.

contained in Part 2 – Communications Rules, 65-Chapters 200, 290, and 297; and Part 8– Multi-Utility, 65- Chapter 89; (3) truth-in-billing requirements; and (4) CPNI, Red Flag Rules and other applicable federal and state requirements governing the protection of customers' privacy.

### **Demonstration of Ability to Function in Emergency Situations**

The Company hereby certifies that it is able to function in emergency situations as set forth in §54.202(a)(2).<sup>1</sup> The Company's network is designed to remain functional in emergency situations without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations as required by Section 54.202(a)(2). The Company can change call routing translations as needed to reroute traffic around damaged facilities. Changing call routing translations will also allow the Company to manage traffic spikes throughout its network, as emergency situations require.

Specifically, each central office building is supplied with standby generators and battery back-up that enable the central office to keep running until power is restored so long as fuel is available, or until system changes are made to reroute traffic. The Company has battery backup at all office locations and in its electronic equipment sites. Length of run time is determined by the equipment serving the area and the number of customers working out of the equipment. Generators are installed at all Central Office locations. They will continue to run as long as the Company has access to propane.

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<sup>1</sup> Section 54.202(a)(2) requires ETCs that are designated by the Commission to "demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."

## Terms and Conditions for Lifeline Customers

To be eligible for a discount as part of the Lifeline program a customer must meet one of the following criteria:

1. Participate in Federal Public Housing Assistance (FPHA) or Section 8;
2. Participate in Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps;
3. Participate in Low Income Home Energy Assistance Program (LIHEAP);
4. Receive Supplemental Security Income (SSI);
5. Receive Temporary Assistance for Needy Families (TANF);
6. Have a household income that is at or below 135 percent of the federal poverty guidelines.
7. Participate in a Qualified Medicare Beneficiary Program (QMB);
8. Participate in a Specified Low Income Medicare Beneficiary Program (SLIMB)
9. Or are a Qualified Individual (QI)

If eligible, the customer receives a discount of \$6.25 on one residential exchange service, either premium or economy. Resulting rates are \$12.83 for premium exchange service and \$11.33 for economy exchange service. These rates include unlimited local calls. The Customer is also relieved of the requirement to pay the \$1.00 Access Recovery Charge and the \$6.50 Federal Access Charge for a total reduction in their bill of \$13.75. Both services provide unlimited local calling within their designated calling area. Customers pay for toll calls according to their chosen toll plan.

### Optional Toll Plans

#### UTalk w/Lifeline

Call anyone anywhere in the US and Canada for only \$38.74/ month. The UTalk bundle also includes premium phone service and two of our most popular calling features: Caller ID with Name & Number and Call Waiting.

#### TALK2ME\* Lifeline

One Flat Rate for all your in-state calling needs – Call anyone anywhere in Maine for one low rate. Premium phone service is also included all for only \$28.74/month.

#### All America Plan

The All-America plan is only \$4.95/month, with a low 7.9¢/minute rate. This plan is good for both in-state and out-of-state calling.

#### Statewide Calling Plan

One hour of in-state calling each month for \$5.40/ month. After the first hour, you pay \$.08¢ per minute.

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**Standard Long Distance Plan**

The Standard Long Distance Plan has no monthly fee with a low rate of only 14.9¢/minute. This plan is good for both in-state and out-of-state calling.

**UniTel, Inc.**

**Federal Communications Commission**

**Form 481**

**Section 54.313(f)(2) Financial Information**

**REDACTED – FOR PUBLIC  
INSPECTION**